

10710 Ravenna Way, Unit #304
Ft Myers, FL 33913
Tel: 239 313 5486

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

10 January 2008

Reference: MB Docket No. 07-51.

Honorable Commissioners:

I appreciate the opportunity to provide the FCC with my comments in regards to - Bulk Billing; a continuation of the FCC effort to Increasing Choice and Competition Among Video Providers for Consumers Residing in Multiple Dwelling Units.

I am an owner of a condominium in Pelican Preserve in Ft Myers, Florida with a population of 875 sold units of the planned 2,700 homes and condominiums. The 875 homes and condominiums are governed by the Community Association controlled by WCI, the developer, who will continue to have the controlling advantage until 90% of the planned units are sold. Given the existing real estate market in Florida; a control that will continue for several more years.

The developer entered into a bulk billing contract with Comcast to provide cable service to all Pelican Preserve units until the year 2012. The contract between WCI, the developer, and Comcast includes exclusive rights to provide cable service to all owners in this multi dwelling community. This agreement also includes a \$450.00 fee to be paid to WCI by Comcast when each unit is sold in the community of Pelican Preserve.

Unit owners are charged a monthly fee that is included in the Community Association quarterly assessment regardless of whether or not the unit is occupied or the service used. The Pelican Preserve documents allow the use of dish signal receptors; however, they are not used as it would result in paying the Comcast bulk billing rate, plus the alternative dish receptor company charge. This results in NO opportunity for fair competition between Comcast and any other video provider.

The owners of Pelican Preserve units are held hostage to a bulk billing rate, services used or not, and we are denied the opportunity to use any competing cable provider without paying twice for the same service. We applaud the FCC for examining the Video Provider market practices and feel that we are an excellent example of side agreements of large corporations that limit competition at our expense.



Theodore M Small
President, Ravenna Condominium Association
A Neighborhood of Pelican Preserve

CC: Commission Attorney John Berresford

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MASTER CABLE TELEVISION SERVICE AGREEMENT

THIS MASTER CABLE TELEVISION SERVICE AGREEMENT ("Master Agreement"), dated as of December 31, 2001 (the Effective Date), is made by and between Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc., a Delaware corporation, with a place of business at 301 Tower Road, Naples, FL 34113 (the "Company"), and Bay Colony-Gateway, Inc. located at 24301 Walden Center Drive, Bonita Springs, FL 34134 (the "Owner").

WHEREAS, Company currently operates cable television distribution and programming systems for single family home and multiple dwelling unit properties;

WHEREAS, Owner is developing the property described in attached Exhibit A as a residential community presently known as **Sun City Center – Ft. Myers**, but whose name may be changed in Owner's sole discretion, (the "Development"). Company and Owner anticipate that they will enter into an Installation and Services Agreement under which the Company will provide multi-channel video programming to the residents of the Development owned by Owner on the terms and conditions provided therein;

WHEREAS, Company and Owner desire to agree on standard terms (the "Standard Terms") that will be incorporated by reference in the Installation and Services Agreement and that will be effective to the extent not in conflict with the terms of such Installation and Services Agreement; and

WHEREAS, Company and Owner have agreed that the execution and delivery of an Installation and Services Agreement is good and sufficient consideration to support this Master Agreement.

NOW THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 Grant of Rights to Company

Company and Owner agree that the capitalized terms as used in this Agreement and any Installation and Services Agreement, shall mean the following:

1.1 Definition of Installation and Service Agreement. "Installation and Service Agreement" shall mean an Agreement for the Development based on the form set forth in Exhibit B hereto and executed by both parties and deemed to incorporate by reference the terms and conditions of this Master Agreement.

1.2 Definition of Service. "Service" shall have the meaning given that term in the applicable Installation and Service Agreement.

1.3 Definition of System. The "System" shall mean the wire-based cable television system located on the Development including, without limitation, all cable, wiring, connectors, pedestals, earth stations, amplifiers, conduit, distribution facilities and other equipment used for the delivery of the Service, and all replacements, extensions, upgrades or additions to the foregoing equipment.

* 1.4 Grant of Rights to Provide the Service. To the extent permitted by law, and subject to the Owner's privacy policy, and to the extent such policy does not conflict with Federal policy provisions applicable to Company, Owner grants Company the exclusive right to provide the Service to the Association, tenants or occupants of the Development (the Residents), including a right of access to the Development for the purposes set forth herein, in accordance with the terms and conditions set forth herein and in the applicable Installation and Service Agreement. *

ARTICLE 2 Company Responsibilities

2.1 Service. During the term of the applicable Installation and Service Agreement, Company shall provide the Services to each Development, subject to the terms and conditions of the Installation and Services Agreement.

2.2 System.

(a) Company shall install, operate, repair and maintain the System and equipment necessary to provide the Service to the Development pursuant to the applicable Installation and Services Agreement.

(b) Prior to the installation of the System, construction plans prepared by the Company shall be reviewed and approved by the Owner, provided that Owner's approval shall not be unreasonably withheld or delayed. Owner shall use its best efforts to provide Company with sufficient notice of the opening of utility trenches on the Development so that the Company may, at its option, install the System in the common utility trenches, and shall otherwise cooperate with the Company in the construction and installation of the System. Company shall perform all construction in a safe, good and workmanlike manner, in such a manner as to minimize interference with the operation of the Development, and shall obtain all necessary permits, licenses and approvals.

2.3 Service Date. Company shall connect, test and make the System fully operational in accordance with applicable FCC standards by the dates set forth in writing by the Owner. Upon successful completion of such tests, Company shall notify Owner that such Service is available for use.

2.4 Operation, Maintenance and Repair.

(a) Company shall promptly repair, at its sole cost and expense any damage to the Development caused by Company and its agents, employees and contractors so that the Development is restored to the condition that existed prior to such damage. Any damage to the System caused by Owner, its agents or employees will be promptly repaired by Company to restore the System to its prior condition, and Owner shall reimburse Company on a time and materials basis for such repair.

(b) Company shall, at its sole cost and expense maintain and repair the System such that the Service is fully operational and available to the Residents pursuant to the terms and conditions of the applicable Installation and Service Agreement. Company shall keep the System in good working order, repair and condition throughout the term of the applicable Installation and Service Agreement. Company shall not disrupt or interfere unreasonably with any Resident's use and enjoyment of their dwelling unit, the common areas of the Development, or Owner's operation of the Development.

(c) Company agrees to comply with the customer service rules and regulations set forth in 47 C.F.R. §76.309 as amended from time to time, and all other applicable laws, including those set forth in Company's franchise. Company shall respond within twenty-four (24) hours of notice that a Major Outage has occurred and within forty-eight (48) hours of notice that a Minor Outage has occurred. A Major Outage shall mean an event within Company's reasonable control which causes the loss of all channels to the entire Development and which is identified by the receipt by Company of three (3) or more service requests specifying the same problem. A Minor Outage shall mean an event within Company's reasonable control that causes the loss of one (1) or more channels to ten percent (10%) or more of the dwelling units at the applicable Development. A Force Majeure Condition may suspend performance for a reasonable time period, so long as Company is diligently pursuing the correction of the Major Problem.

2.5 Resident Support and Installation. Company shall provide a local or toll free telephone number to receive requests for service, installations or complaints from Residents on a twenty-four (24) hour basis, seven (7) days per week. Company shall not enter a Resident's dwelling unit without the Residents express approval. Further, Company shall not enter a Resident's dwelling unit unless the Resident or an adult representative of the Resident at least eighteen years of age is present. Company will use reasonable efforts to make service and repair calls involving entry into dwelling units only during regular business hours, unless otherwise agreed to or requested by the Resident.

2.6 Courtesy Service. At no cost to Owner, Company shall provide basic cable Service over the System to up to two (2) outlets in the common areas of the Development, provided Owner shall not display premium or pay-per-view programming in common or public areas at the Development. Owner shall specify the location of such outlets, provided that such outlets shall be in areas of the Development that have been wired to receive the Service.

2.7 Service Quality. Company hereby represents and warrants that the provision of Service shall at all times during the term of the applicable Installation and Services Agreement, conform, at a minimum, in all material respects with the applicable specifications, regulations and requirements under any franchise agreement to which Company is a party and that covers the geographic area in which the Development is located. Company agrees to make available to Residents of the Development the same technology and services including digital cable, cable modems and other applicable services offered to other subscribers in the franchise area.

ARTICLE 3

Subscriber Billing; Compensation

* 3.1 Subscriber Billing. Company shall provide Service to Residents of the Development on a bulk basis as stipulated in the Installation and Services Agreement. *
Company shall have the right to sell services above and beyond those stipulated in the Installation and Services Agreement, directly to residents of the Development for which each shall pay directly to the Company. The Owner assumes no liability or responsibility for additional service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company for all services above and beyond those specified in an attached Bulk Billing Addendum entered into between the Owner and Company.

3.2 Subscriber Rates. Unless otherwise specified in the Installation and Services Agreement, for which certain discounts have been agreed upon, Company rates for Service provided to Residents of the Development shall not exceed the rates charged to residential customers in the cable franchise area in which the Development is located.

* 3.3 Compensation. As consideration for granting the Company, among other things, the exclusive right to provide cable television service to the Development, the Company agrees to pay Owner a per unit fee of four hundred fifty dollars (\$450.00) (the "Per Unit Compensation"). * Such consideration shall be payable on a quarterly basis within forty five (45) days of receipt by the Company of an invoice identifying the number of units constructed and a Certificate of Occupancy for each unit. Owner agrees to provide Company such invoice and certificates of occupancy within 90 days their issuance. Certificates of occupancy received beyond such ninety 90-day period will not be entitled to payment by Company.

ARTICLE 4

Warranties and Representations

4.1 Compliance with Laws. Company hereby represents and warrants that, at all times during the term of the Installation and Services Agreement, all services performed hereunder shall be performed in a good and workmanlike manner and that Company shall

at all times comply in all respects with all federal, state and local laws, regulations and codes applicable to the operation, maintenance and repair of the System and the provision of Service.

4.2 Intellectual Property Rights. Company hereby represents and warrants that it possesses and shall possess at all times during the term of the applicable Installation and Service Agreement, all intellectual Property rights which are required to conduct its business and provide Service in accordance with the applicable Installation and Service Agreement.

ARTICLE 5 Indemnification; Insurance

5.1 Indemnification.

(a) Each party (the "Indemnitor") agrees to indemnify, defend and hold harmless the other party, and the other party's officers, directors, trustees, shareholders, partners, employees and agents (each an "Indemnitee") from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) resulting from claims by third parties for physical injury or death to any person and physical damage to tangible personal property occurring in or about the Development to the extent arising from the act or omission of the Indemnitor, its employees, contractors or agents.

(b) If an Indemnitee becomes aware of a claim, which the Indemnitee believes to be covered by an Indemnitor's indemnification obligation under this Section 5.1, the Indemnitee shall promptly notify the Indemnitor of the claim. The Indemnitor shall have sole control over the defense of the claim and the right to settle the claim on any terms it considers reasonable and without the Indemnitee's prior written consent, as long as the settlement does not require the Indemnitee to render any performance, pay any consideration or otherwise compromise its interests, and the Indemnitee shall not have the right to settle any such claim. The Indemnitee may employ its own counsel at its expense.

5.2 Insurance. At all times during the term of the applicable Installation and Services Agreement, the Company agrees to maintain public liability insurance and property damage liability insurance as required by the franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.

ARTICLE 6 Confidentiality

6.1 Obligation of Confidentiality. Each party agrees to use reasonable efforts to keep the terms and conditions of this Master Agreement and the applicable Installation and

Service Agreement relating to compensation in strict confidence and shall not divulge any specifics of the same to any third party except current members of any neighborhood or homeowner's association of the Development, current and prospective lenders, purchasers, attorneys, accountants, financial advisors, investors, shareholders, partners and/or others with a need to know for Owner, or its affiliates, or Company to reasonably conduct its business.

6.2 Confidentiality of Resident Information. Company agrees to keep all information relating to Residents of the Development in strict confidence, except as required by applicable law and the Company's franchise agreement. Company agrees to comply with Owner's privacy policy, which shall be provided to Company by Owner, to the extent such policy does not conflict with Federal policy provisions applicable to Company.

ARTICLE 7

Term; Termination

7.1 Term. The term of this Agreement shall commence once certificates of occupancy have been issued with respect to 2,200 dwelling units within the Development, and shall be for a term of ten (10) years ("Initial Term"). Notwithstanding the foregoing, the terms and conditions set forth herein shall be binding upon the parties prior to the commencement of the Initial Term. The Company, at its sole discretion, shall have the option to extend this Agreement for an additional five (5) period following the ten (10) year initial term. In the event of any expiration or termination of this Master Agreement, the Standard Terms provided in this Master Agreement shall survive for the term of the Installation and Services Agreement.

7.2 Events of Default.

(a) The following shall constitute an Event of Default subject to cure: (i) the failure of Company to pay the amounts set forth in Section 3.3 above; (ii) the failure of Company to provide Service meeting the standards set forth in the applicable Installation and Service Agreement; (iii) a breach by either party of any material representation, warranty, covenant or agreement in the applicable Installation and Service Agreement; or (iv) insolvency, declaration of bankruptcy, inability or failure to pay debts, or appointment of a trustee or receiver by either party; (v) Company's loss of franchise or non-renewal of franchise

(b) Remedies in the Event of Default.

(i) For an Event of Default, the non-defaulting party shall provide the defaulting party with written notice of such default and the defaulting party shall have thirty (30) days from the date of such notice to cure such default, or, if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the default is not cured, or a cure is not commenced, within such thirty (30) day period, the non-defaulting party may exercise all remedies available at law or equity permitted

pursuant to the terms of the applicable Installation and Service Agreement, and shall have the right to terminate such Installation and Service Agreement at any time thereafter by written notice.

ARTICLE 8 Limitation of Liability

8.1 Limitation of Liability. In no event will either party be liable to the other party for incidental, special, indirect, punitive or consequential damages, from all causes of action of any kind, even if advised of the likelihood of the occurrence of such damages.

8.2 Limitation on Recourse. Owner shall not be personally liable for any obligation or liability whatsoever of Owner which may arise at any time under this Master Agreement, any Installation and Service Agreement or any obligation or liability which may be incurred by Owner pursuant to any other instrument, transaction, or undertaking contemplated hereby.

ARTICLE 9 Miscellaneous

9.1 Binding Nature. This Master Agreement and each Installation and Service Agreement shall be binding upon, and inure to the benefit of, the parties thereto, their successors and permitted assigns.

9.2 Force Majeure. Neither party shall be held liable for any reasonable delay or failure in performance of any part of the applicable Installation and Service Agreement because of any cause or circumstances beyond its control, such as, but not limited to, acts of God, explosion, fire, power failure, war, revolution, civil commotion or acts of public enemies, or any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any government or legal body (collectively, AForce Majeure Conditions). In the event of a Force Majeure Condition affecting any party, the parties shall cooperate as appropriate to perform their obligations under the applicable Installation and Service Agreement. Notwithstanding the foregoing, in the event Company is unable to provide the Service to the Development for sixty (60) consecutive days due to a Force Majeure Condition, Owner shall have the right to terminate the applicable Installation and Service Agreement upon written notice to Company.

9.3 Trade Names and Trademarks; Brochures. All trade names, trademarks and service marks (and likenesses of properties) owned or employed by either party or any subsidiary or affiliate of either party, used or employed in either party's business operation, shall remain the sole and exclusive property of such party, or such subsidiary or affiliate, and such trade names, trademarks and service marks and likenesses shall not be used by the other party without the prior written consent of the owning party (subject to Owner rights to perform its obligations hereunder). Each party shall discontinue any use of such marks and names upon termination hereof.

9.4 Successors and Assigns. Owner shall not assign or otherwise transfer this Master Agreement or any applicable Installation and Services Agreement without the prior written consent of Company. In the event the Owner sells, assigns, transfers or otherwise conveys a Development bound by a Installation and Services Agreement to a third party, the Owner shall give the Company prior written notice of such change of ownership or control and shall cause any new owner or controlling party to expressly assume the applicable Installation and Services Agreement and agree to be bound by its terms.

9.5 Governing Law. Each applicable Installation and Services Agreement shall be governed in all respects by the laws of the state in which the Development is located, without reference to that state's conflict of laws rules.

9.6 Independent Contractor. Each party will conduct its business at its own initiative, responsibility, and expense. Individuals employed by each party are not employees of the other, and the employing party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of their employment. Each party has, and retains the right to exercise, full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security, withholding, workers compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters.

9.7 No Waiver. No waiver by a party of any condition or of any breach of any term, representation or warranty contained in this Master Agreement or any applicable Installation and Service Agreement shall be effective unless in writing signed by the party making the waiver. Neither parties' failure, at any time, to enforce any right or remedy available to it under this Master Agreement or any applicable Installation and Service Agreement shall be construed to be a waiver of such party's right to enforce each and every provision of such agreements in the future.

9.8 Notices. All notices pursuant to this Master Agreement and the applicable Installation and Service Agreement shall be in writing and sent to the addresses set forth below. Such notices shall be personally delivered or sent by a nationally recognized overnight delivery service providing a signed receipt, or by certified mail, return receipt requested. All notices personally delivered or delivered by a courier service shall be deemed delivered at the time of such delivery as documented in a delivery receipt. All notices sent by certified mail, return receipt requested, shall be deemed delivered five (5) days after having been deposited in the United States mail. Any party may designate a change of address upon ten (10) days prior written notice, using one of the methods for notice prescribed by this Section 9.8.

If to Company, to:

**Comcast Cable .
Attention: Commercial Development Department
301 Tower Road
Naples, FL 34113**

If to Owner, to:

Bay Colony-Gateway, Inc.
c/o WCI Communities, Inc.
Attention: Division President Property Management
24301 Walden Center Drive
Bonita Springs, FL 34134

9.9 Subordination. The applicable Installation and Service Agreement is subject and subordinate to all leases, mortgages, and/or deeds of trust that may now or hereafter affect the Development, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee, trustee, lessor or lessee. In confirmation of such subordination, Company shall execute promptly any certificate that Owner may request. Notwithstanding the foregoing, the party secured by any deed of trust shall have the right to recognize the applicable Installation and Service Agreement. In the event of any foreclosure sale under such deed of trust, the applicable Installation and Service Agreement shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale. Company covenants that it will, at the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination to said deed of trust of the lien of the applicable Installation and Service Agreement.

9.10 Severability. In the event that any part of this Master Agreement or the applicable Installation and Services Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Master Agreement or such Installation and Services Agreement, as applicable, shall not fail on account thereof, and the balance of this Master Agreement or such Installation and Services Agreement, as applicable, shall continue in full force and effect.

9.11 Liens. Company shall promptly satisfy any liens placed or filed for any work performed or materials used by Company in the performance of its obligations hereunder. Owner may satisfy any of those liens that are not satisfied by Company within thirty (30) days of receipt of written notice. Company shall reimburse Owner for its reasonable costs and expenses incurred in satisfying those liens and releasing them of record.

9.12 Headings. The descriptive headings of this Master Agreement and the applicable Installation and Services Agreement are for convenience only and shall not affect the construction or interpretation of such agreements.

9.13 Privacy. Company agrees that any information provided to it by Owner that either personally identifies or is personally linked to any individual (the "Information") will be used solely for the purpose of providing the services and goods identified herein, and for no other purpose, except as required by applicable law or the Company's franchise. Company further agrees that it has received and reviewed the WCI Privacy Policy and

shall at all times conduct itself in accordance with its terms, to the extent such policy does not conflict with Federal privacy provisions applicable to Company.

9.14 Complete Agreement. This Master Agreement along with the applicable Installation and Service Agreement, including all attached exhibits, constitutes the complete understanding of the parties hereto with respect to the subject matter hereof. Neither this Master Agreement nor the applicable Installation and Service Agreement may be amended or modified except in writing signed by the parties hereto. The following exhibits are attached hereto:

Exhibit "A" – Legal Description of Development
Exhibit "B" – Installation and Service Agreement with Exhibits A,B & C
Exhibit "C" – Memorandum of Agreement

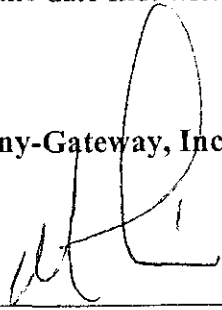
IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

Paula Bidwell
Paula Bidwell

ATTEST:

OWNER:
Bay Colony-Gateway, Inc.

By: 
Name: Milton G. Flinn
Title: Senior Vice President

**Comcast Cablevision Corporation of
California, LLC dba Comcast Cable
Communications, Inc.**

By: _____
Name: _____
Title: _____

**Master Agreement
Exhibit A
Legal Description of Development**

INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement") is made and entered into this 31st day of December, 2001, by and between Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc., a Delaware corporation (the "Company"), whose address is 301 Tower Road, Naples, FL 34113 and Sun City Center – Ft. Myers Community Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at Sun City Center – Ft. Myers (the "Premises").

The Company has been granted by the County of Lee (the "County or (the "Franchise Authority") a franchise to construct and operate a cable communications system in the County. The Association desires to provide cable communications services to the Premises, including, but not limited to, cable television service (the "Services") and the Company is willing to install, maintain and operate a cable communications system for such purposes on the Premises in accordance with the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. System Construction and Installation. The Company agrees to install all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, cable home wiring, cable home run wiring, connectors, splitters, wall plates, equipment and appurtenant devices (the "System"). All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in constructing the System. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the System. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the System.

a) Prior to the installation of the System, construction plans prepared by the Company shall be reviewed and approved by the Association, provided that Association's approval shall not be unreasonably withheld.

b) The ownership of all parts of the System installed by the Company shall be and will remain the personal property of the Company. Except as otherwise provided herein or in the Master Cable Television Service Agreement or any other Agreements or documents referenced therein, at no time during or after the term hereof shall the Association or any third party have the right to use the System or any portion thereof for any purpose.

2. Easement. The Association has the authority to grant and does hereby grant an easement in favor of the Company to place its lines across the Premises and to operate the System, and shall cause such easement to run with the Premises. The Association hereby agrees to execute the form of easement attached hereto as Exhibit B.

3. Access. The Association will allow Company employees to enter all common areas of the Premises for the purposes of auditing, disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes.

4. Delivery of Services. The Association has the authority to grant and does hereby grant to the Company during the term hereof the exclusive right and license to construct, install, operate and maintain multi-channel video distribution facilities on the Premises (whether by cable, satellite, microwave or otherwise) and the exclusive right to deliver the Services to the Premises, unless otherwise required by applicable law.

* 5. Fees and Charges for Services. The attached Bulk Billing Addendum governs the terms, conditions and charges for basic cable service provided to residents of the Premises and the Association. All other services subscribed to individually by residents shall be contained in contracts between the Company and individual residents. The Association assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company for all services above and beyond those specified in an attached Bulk Billing Addendum entered into between the Association and Company. *

6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, seven days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Service Quality. Company hereby represents and warrants that the provision of Service shall at all times during the term of this Installation and Services Agreement, conform, at a minimum, in all material respects with the applicable specifications, regulations and requirements under any franchise agreement to which Company is a party and that covers the geographic area in which the Premises is located. Company agrees to make available to Residents of the Premises the same technology and services including digital cable, cable modems and other applicable services that are available to other customers in the franchise area.

8. Interference. Neither the Association nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device, provided, however, that should any device or any facility belonging to a resident (or Association) not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue service to the Premises, or, at the Company's discretion, the individual unit, until such non-conformance is cured by the Association or resident as the case may be.

9. Term. The term of this Agreement shall commence once certificates of occupancy for 2,200 units have been issued with respect to the dwelling units within the Development, and shall be for a term of ten (10) years ("Initial Term"). Notwithstanding the foregoing, the terms and conditions set forth herein shall be binding upon the parties prior to commencement of the Initial Term. The Company, at its sole discretion, shall have the option to extend this Agreement for an additional five (5) period following the Initial Term.

10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Association with a certificate evidencing such insurance.

11. Indemnification.

(a) Each party (the "Indemnitor") agrees to indemnify, defend and hold harmless the other party, and the other party's officers, directors, trustees, shareholders, partners, employees and agents (each an "Indemnitee") from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) resulting from claims by third parties for physical injury or death to any person and physical damage to tangible personal property occurring in or about the Development to the extent arising from the act or omission of the Indemnitor, its employees, contractors or agents.

(b) If an Indemnitee becomes aware of a claim, which the Indemnitee believes to be covered by an Indemnitor's indemnification obligation under this Section 5.1, the Indemnitee shall promptly notify the Indemnitor of the claim. The Indemnitor shall have sole control over the defense of the claim and the right to settle the claim on any terms it considers reasonable and without the Indemnitee's prior written consent, as long as the settlement does not require the Indemnitee to render any performance, pay any consideration or otherwise compromise its interests, and the Indemnitee shall not have the right to settle any such claim. The Indemnitee may employ its own counsel at its expense.

12. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such sixty (60) period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event the default is not cured, or a cure is not commenced, within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Loss of Franchise. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company's franchise with the Franchise Authority or any renewal thereof ceases to be in effect. Notwithstanding any other section in this Agreement, Company agrees that the Association or its designated agent may use the System or any portion thereof for a period of one-hundred twenty (120) days in order to assure the delivery of services is not disrupted as a result of the loss of franchise by Company, its successor's or assigns. Under no other circumstance, other than Company's loss of franchise, shall Association, Owner or any third party have the authority to utilize Company's system. Following use of Company's system in this event, Company shall have the rights to remove its system as stipulated in Section 12 below. Association shall be liable for any damages to Company's system, and hereby agrees to cover any expenses relating to repairs that may result from its use by Association.

12. Removal of System. Upon termination of this Agreement for any reason, the Company shall have a period of six (6) months in which it shall be entitled but not required to remove the System, including the cable home wiring and cable home run wiring, in accordance with FCC rules and regulations. The Company shall promptly repair any damage to the Premises occasioned by such removal.

13. Dispute Resolution. All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

14. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Association sells, assigns, transfers or otherwise conveys the Premises to a third party, the Association shall give the Company prior written notice of such change of ownership or control. Association shall cause any new Association or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms), at its sole expense, in the public records of the county in which the Premises are located.

f) Notices. Whenever notice is provided for herein, such notice shall be given in writing and shall be hand delivered, sent by certified mail, return receipt requested, or sent via overnight courier to the address set forth in the first paragraph of this Agreement or to such other address as may subsequently in writing be requested.

g) Entire Agreement; Amendments. This Agreement, including Exhibits "A", "B", and "C", constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

1) Privacy. Company agrees that any information provided to it by Association that either personally identifies or is personally link to any individual (the "Information") will be used solely for the purpose of providing the services and goods identified herein and for no other purpose, except as required by applicable law or the Company's franchise. Company further agrees that it has received and reviewed the WCI Privacy Policy and shall at all times conduct itself in accordance with its terms so long as WCI Communities, Inc. or its affiliates control the Board of Directors of the Association, to the extent such policy does not conflict with Federal privacy provisions applicable to Company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

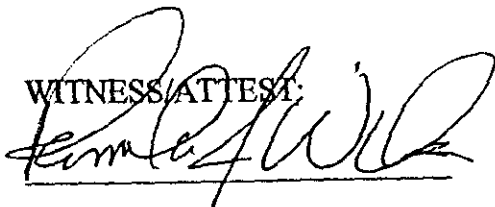
WITNESS/ATTEST:

Sun City Center – Ft. Myers Community Association, Inc.

By: _____
Name:
Title:

Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc

WITNESS/ATTEST:



By: Barbara Hagen
Name: Barbara Hagen
Title: General Manager

Parcel Id. No. _____
Grantor's Tax Id. No. _____
Grantee's Tax Id. No. _____

Commercial Development
Comcast <==RETURN TO
301 Tower Road
Naples, Florida 34113

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

EXHIBIT A

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE (this "Easement Agreement") is made and delivered the _____ day of _____, 2001 by Bay Colony-Gateway, Inc. (hereinafter referred to as GRANTOR), a Delaware corporation, whose post office address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, to Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc. ("GRANTEE") whose post office address is 301 Tower Road, Naples, FL 34113.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in that certain Master Cable Television Agreement entered into as of the date hereof by and between the parties hereto (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the owner of the following described land situated in Lee County, Florida:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN (the "Easement Area")

HEREBY grants to GRANTEE, its agents, successors and assigns, a non-exclusive easement upon, under, over and across the Easement Area for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating and upgrading GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) and services, installed or to be installed from time to time, together with the right to reconstruct, improve, add to and remove any such facilities; provided, however, that in making any excavation upon or within the Easement Area, GRANTEE shall make same in such manner as will cause the least injury/disturbance to the Easement Area around such excavation area and shall replace the earth so removed/disturbed and restore such area to as near to the same condition that existed immediately prior to such excavation as is practicable. This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns.

Initially, the Easement Area shall be a blanket easement but as the locations of the residential buildings and other improvements are ascertained, the Easement Area shall be reduced to specific easement areas that are no greater than those reasonably necessary to enable GRANTEE to provide the cable television and video programming services related thereto to the residential units contemplated in the Agreement. GRANTOR shall have the unilateral right to reduce the Easement Area as originally provided for herein to such specific easements as are reasonably necessary and sufficient to enable GRANTEE to fulfill its obligations as contemplated in the Agreement.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good right and legal authority to grant the easement created hereby.

Except to the extent that the Easement Area has been granted to, or is shared with, Lee County, other governmental bodies, utility providers or other service providers, this is a private easement between GRANTOR and GRANTEE and neither the general public nor any purchaser of property unencumbered by this Easement Agreement shall acquire any right, title or interest in or to the easement created hereby or the

Easement Area. Further, the Agreement, and this easement created hereby may be modified or vacated by mutual written agreement of the parties hereto and their respective successors and/or assigns without written notice to the general public or any purchaser of property unencumbered by the Agreement or the easement created hereby.

GRANTEE, by acceptance of the easement created hereby, agrees for itself, its successors and assigns, not to interfere at any time with the right of ingress or egress of GRANTOR, its successors or assigns, or any other party requiring access to any of the Easement Area or to any properties abutting the Easement Area.

This easement and the rights granted hereby shall run with the land for so long as Grantee, its successors or assigns provides cable television service to the properties comprising the initial Easement Area.

At such time as this easement and the rights granted hereby are terminated in accordance with the immediately preceding literary paragraph or, at such earlier time as GRANTEE, in its sole determination, no longer requires the use of the easement created hereby or, at such time GRANTEE's right to use the easement granted herein is properly terminated, GRANTEE shall execute an instrument for recordation in the Public Records of Lee County, Florida, forever terminating and vacating its rights to the easement created hereby and all relevant parts thereof.

GRANTOR hereby expressly reserves for itself and its successors and assigns the unilateral right to change and amend the real properties comprising the Easement Area, as the same currently exists and as the same may hereafter be amended, so long as the real properties comprising the Easement Area, as may be amended in accordance with the terms hereof, will continue to permit the properties benefited by the Easement Area to receive the cable television and video programming services related thereto as contemplated in the Agreement. Grantor shall reimburse Grantee for all costs incurred in connection with any such change or amendment.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

Sun City Center – Ft. Myers Community
Association, Inc.
a Delaware corporation

Witness

By:

Print witness name

Witness

24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

Print witness name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2001 of Sun City Center – Ft. Myers Community Association, Inc., a Delaware corporation, on behalf of the corporation, [] who is personally known to me or [] who has produced _____ as identification.

Commission number

Signature

Commission expiration date

Print name

AFFIX SEAL:

EXHIBIT "B"
BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 31st day of December, 2001 by and between Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc., a Delaware corporation (the "Company"), whose address is 301 Tower Road, Naples, FL 34113 and Sun City Center - Ft. Myers Community Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at (the "Premises"), that may, at some future time, consist of 2931 residential units more or less. This Bulk Addendum supplements that certain Installation and Services Agreement dated _____ by and between Association and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

8. The Company agrees to provide Total Basic Service consisting of "Basic 1," "Basic 2" and "Basic 3" tiers of service to Premises. As of the date of this Bulk Addendum, Total Basic Service consists of the channel lineup in the franchise area which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for Total Basic Service equal to a 15% discount off the then current retail rate, plus all applicable taxes and fees. As of the date of this Addendum the current monthly retail rate for basic service in the franchise area of the Premises is \$36.90 per unit which would result in a rate of \$31.37 per unit at the Premises. The monthly per unit service fee may be increased annually by the Company upon thirty (30) days written notice consistent with service rate increases applicable to residential subscribers in the City but in all cases the Association's per unit bulk rate shall be fifteen percent (15%) less than published retail rates. *
9. Any hearing impaired or legally blind unit owner who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.
10. Monthly per unit service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to an administrative fee per month if not paid within fifteen (15) calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to Association in the event payment of the monthly per unit service fee remains unpaid for sixty (60) days.
11. In addition to Total Basic Service, the Company may provide to individual residents certain optional services, including, but not limited to, pay television services ("Expanded Service"). Expanded Service will be addressed in separate agreements with individual unit residents. Association assumes no liability or responsibility for service charges for Expanded Services contracted for by individual residents.
12. Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Company may in its discretion make

additions, deletions or modifications to its channel line-up without liability to Association or anyone claiming through Association. Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Company or any other reason beyond the reasonable control of Company.

This Bulk Addendum shall be effective upon activation of the System at the Premises and shall continue for a term concurrent with the term of the Installation and Services Agreement.

13. Association may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.

14. The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

WITNESS/ATTEST:

**Sun City Center – Ft. Myers Community
Association, Inc.**

By: _____
Name:
Title:

**Comcast Cablevision Corporation of
California, LLC dba Comcast Cable
Communications, Inc.**

ATTEST:



By: Barbara Hagen
Name: Barbara Hagen
Title: General Manager

ADDENDUM TO EXHIBIT B BULK BILL ADDENDUM

WHEREAS, the parties have entered into an Bulk Bill Addendum (Exhibit B) for broadband bulk service dated December 31, 2001, by and between Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc., a Delaware corporation now known as Comcast of California XIV, LLC and Sun City - Ft. Myers Community Association, Inc. and

WHEREAS, the parties wish to further delineate their rights and obligations as created by said Agreement; and

WHEREAS, it is in the intention of the parties to add the following terms to the said Bulk Bill Addendum (Exhibit B); and

NOW THEREFORE, Comcast of California XIV, LLC (hereinafter "The "Company") and Sun City - Ft. Myers Community Association, Inc. (hereinafter "Owner") for good and valuable consideration receipt and sufficiency of which is hereby acknowledged, agree as follows:

2. The above recitations are true and correct.
2. That should any conflict arise between the rights and obligations set forth in this Addendum and the Agreement, the rights and obligations set forth in this Addendum shall prevail.
3. The term of the Bulk Bill Addendum shall be extended by two (2) years.

IN WITNESS WHEREOF the parties have signed this Agreement on the date written below.

WITNESSES (2):

Comcast of California XIV, LLC

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Sun City
Ft. Myers Community Association, Inc

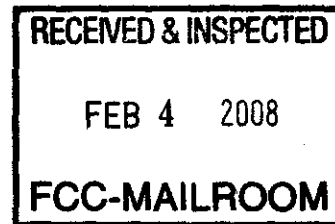
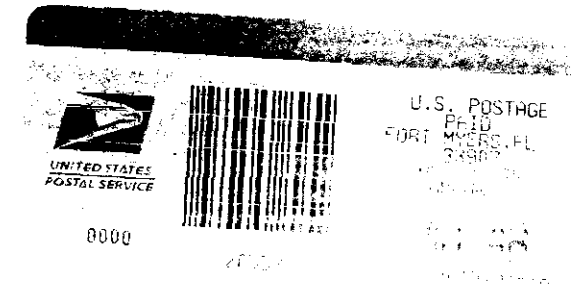
By: Michael Hessel
(Signature)

Name: Michael Hessel

Title: PRES.

Date: 11/3/03

PAVENNA WAY
#304
YERS, FL 33913



FEDERAL COMMUNICATION Commission
ATTN: Attorney John Berresford
445 12th STREET, SW
WASHINGTON, DC 20554

WB DOCKET NO 07-51

